



# WASHOE COUNTY

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CM/ACM \_\_\_\_\_

Finance \_\_\_\_\_

DA JG

Risk Mgt. DE

HR N/A

Other N/A

## STAFF REPORT

BOARD MEETING DATE: April 14, 2015

**DATE:** March 17, 2015  
**TO:** Board of County Commissioners  
**FROM:** Robert Smith, Animal Services Supervisor  
353-8945 [rasmith@washoecounty.us](mailto:rasmith@washoecounty.us)

**THROUGH:** Shyanne Schull, Director, Washoe County Regional Animal Services

**SUBJECT:** Approve Interlocal Agreement between the Washoe County Health District, also known as the Rabies Control Authority, and Washoe County Regional Animal Services to outline the responsibilities between the parties, for the control of rabies in Washoe County. (All Commission Districts)

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### SUMMARY

Washoe County Regional Animal Services (WCRAS) has historically handled the rabies reporting and quarantining of animals for the Washoe County Health District (WCHD), also known as the Rabies Control Authority (RCA). With the creation of WCRAS as a standalone department, this agreement is necessary to outline the rights and responsibilities of and between the parties for the control of rabies in Washoe County.

**Washoe County Strategic Objective supported by this item:** Safe, secure and healthy communities.

### PREVIOUS ACTION

No previous action

### BACKGROUND

Historically, the reporting and quarantining of animals for rabies has been the function of WCRAS under the direction of the WCHD since the regional consolidation of animal services in 2005.

AGENDA ITEM # 6

This partnership has been continuous throughout the transfer of WCRAS from Public Works to the Sheriff's Office and now as a standalone department.

**FISCAL IMPACT**

No fiscal impact.

**RECOMMENDATION**

It is recommended that the Board of County Commissioners approve the Interlocal Agreement between the Washoe County Health District, also known as the Rabies Control Authority, and Washoe County Regional Animal Services to outline the responsibilities between the parties, for the control of rabies in Washoe County.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be:

“Move to approve the Interlocal Agreement between the Washoe County Health District, also known as the Rabies Control Authority, and Washoe County Regional Animal Services to outline the responsibilities between the parties, for the control of rabies in Washoe County.”

**INTERLOCAL AGREEMENT  
BETWEEN  
WASHOE COUNTY HEALTH DISTRICT  
AND  
WASHOE COUNTY THROUGH ITS REGIONAL ANIMAL SERVICES  
FOR  
REPORTING AND QUARANTINE OF POSSIBLE RABIES EXPOSURES**

THIS INTERLOCAL AGREEMENT (“AGREEMENT”) is made and entered into by and between the Washoe County Health District (“WCHD”), also known as the Rabies Control Authority (“RCA”), and Washoe County, through its Regional Animal Services (“WCRAS”), also known as the Designee.

**I. PURPOSE OF THE AGREEMENT**

This AGREEMENT is intended to outline the understanding between the parties for the control of rabies in Washoe County.

**II. RECITALS**

WHEREAS, both parties are public agencies of Washoe County; and

WHEREAS, pursuant to NRS 244.358, the Washoe County Board of County Commissioners has enacted ordinances providing for a rabies control program; and

WHEREAS, pursuant to NAC 441A.150, Washoe County has designated the Rabies Control Authority as the entity responsible for administering the rabies control program; and

WHEREAS, the Washoe County Board of County Commissioners has enacted WCC 55.570, which designates the Washoe County Health District, through its district health officer, as the Rabies Control Authority for Washoe County, Nevada; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or

undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of Washoe County Regional Animal Services hereinafter set forth are both necessary to the Washoe County Health District and in the best interests of Washoe County;

NOW THEREFORE, THE PARTIES, in consideration of the matters set forth above and in the interests of public health and safety hereby agree as follows:

- A) The Washoe County Health District, in its role as the Rabies Control Authority, hereby designates Washoe County Regional Animal Services, by and through its animal control officers, as its' Designee where possible rabies exposure has occurred.
- B) The Designee shall enforce Washoe County Code provisions governing the quarantine and management of biting animals, and shall investigate and/or quarantine, control or euthanize any animal that has bitten a person in accordance with WCC 55.610.
- C) The Designee shall cause a dog, cat or ferret, regardless of that animal's current vaccination against rabies, which has bitten a person, to be quarantined for ten (10) days following the bite pursuant to WCC 55.610(1). The Designee will determine if said animal shall be observed under the supervision of a licensed veterinarian, or any other person, and shall determine if the enclosure or facility is adequate for quarantine. On a case-by-case basis, the Designee may approve home quarantine. The Designee shall immediately report any signs of illness during the ten (10) day quarantine period to the Rabies Control Authority.
- D) The Designee shall immediately euthanize a bat, raccoon, skunk or fox which has bitten a person, without a period of quarantine pursuant to WCC 55.610(9).

- E) The Designee shall manage any other species of animal, which has bitten a person, as the Rabies Control Authority deems appropriate and pursuant to WCC 55.610(10).
- F) The Designee shall immediately notify the Rabies Control Authority of any bite to human or animal, from any wild animal, and shall follow the directions of the Rabies Control Authority.
- G) The Rabies Control Authority shall forward all copies of submitted rabies certificates to the Designee. Upon receipt of the rabies certificates, the Designee will enter this information into the Designee's Chameleon data base (WCRAS internal software program) to ensure accuracy of reports and compliance with WCC 55.350 and WCC 55.590.
- H) The Washoe County Health District and Washoe County Regional Animal Services shall be responsible for the administration of this Agreement. Each party represents that it has sufficient resources and/or other agreements to perform the covenants, terms and conditions set forth herein.

### **III. LIMITED LIABILITY**

The Parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

### **IV. INDEMNIFICATION**

To the fullest extent of limited liability as set forth in paragraph (III) of this Agreement, each party shall indemnify, hold harmless and defend the other, not excluding the other's right to participate, from and against all liability, claims, actions, damages, losses and expenses,

including but not limited to reasonable attorneys' fees and costs, arising out of any alleged willful or negligent acts or omissions of the party, its officers, employees and/or agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or indemnity obligation which would otherwise exist as to any party or person described in this paragraph.

#### **V. GOVERNING LAW**

This Agreement shall be governed, interpreted and construed in accordance with Nevada law. Any action brought pursuant to this agreement shall be brought in Washoe County Nevada.

#### **VI. ASSIGNMENT**

Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

#### **VII. AMENDMENT**

This Agreement may be modified or amended by written document, signed and executed by both parties, with the same formalities with which this Agreement was originally executed.

#### **VIII. SEVERABILITY**

In the event any portion of this Agreement is found invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of the Agreement. The remaining provisions shall be construed as if the invalid, illegal or unenforceable provision was not contained herein.

#### **IX. EFFECTIVE TERM**

This Agreement will become effective upon the date which the respective agency heads sign the Agreement. It shall remain in effect with no termination date, but may be terminated by either party upon thirty (30) days written notice to the other party. Termination of this

Agreement in no way relieves either party from the responsibility to comply with applicable local, state or federal laws and regulations.

**X. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties and supersedes any prior written or oral agreements or understandings related to its subject matter.

**XI. AUTHORIZED REPRESENTATIVES**

By signature below, each party certifies that the individuals listed in this document are authorized to bind their principal to the full extent of the law.

**IN WITNESS THEREOF**, the parties have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

**THIS INTERLOCAL AGREEMENT IS EFFECTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

WASHOE COUNTY HEALTH DISTRICT

By: \_\_\_\_\_

Date \_\_\_\_\_

WASHOE COUNTY

By: \_\_\_\_\_

Date \_\_\_\_\_

**CHAIRMAN**